

# SECTION 2.0

---

## ALTERNATIVES

### 2.1 INTRODUCTION

This section describes the alternatives that are analyzed within this Draft EIS. These alternatives include four development alternatives, in addition to the No Action alternative. Consistent with CEQ guidelines (section 1502.14) and the BIA NEPA Handbook, this section includes a description and comparison of the alternatives.

Alternatives have been selected to meet the Purpose and Need as described in **Section 1.2**. Three of the development alternatives, if chosen, would be built on the Kenosha project site, and would include placing 223± acres into Federal trust status. One alternative would involve new construction at the Tribe's existing gaming facility in Keshena, Wisconsin.

### 2.2 DESCRIPTION OF PROJECT ALTERNATIVES

#### 2.2.1 ALTERNATIVE A – PROPOSED CASINO AND HOTEL

The Tribe's Proposed Alternative consists of the following components: (1) placing 223± acres into Federal trust status; (2) approval of a gaming management contract; and (3) casino and hotel development, with accompanying conference and events center, food service, second hotel, water-park and ancillary components including parking and a recreational vehicle (RV) park. Components of the proposed project are described below.

#### *LAND TRUST ACTION*

The Proposed Alternative consists of the conveyance of one 223± acre parcel (APN-08-222-31-401-001) into Federal trust status for the Tribal Government. The land transfer would be made in accordance with the procedures set forth in 25 CFR 151. The process includes an analysis that assesses potential effects to the surrounding community. The process also includes consultation to determine the effects and the overall benefit the Proposed Project would have for the Tribal Government and local governments based on the proposed use. If the BIA determines that the proposal meets statutory requirements and the benefits outweigh the potential negative effects, it may approve the Tribal Government's application and take the proposed lands into trust.

### ***MANAGEMENT CONTRACT***

Congress enacted Indian Gaming Regulation Act (25 USC 2701 to 2721) with the stated purpose of providing a statutory basis for the operation and regulation of gaming by Native American tribal governments. As part of its regulatory function, the NIGC, which was established under IGRA, is charged with the authority to approve management contracts between tribal governments and outside management groups. To approve such a contract, the NIGC must comply with NEPA, and assess the effect the proposed project would have on human health and the environment. To approve a management contract, the NIGC must determine that the contract is consistent with IGRA in terms of contract period, management company payment, and protection of tribal authority. The NIGC also conducts extensive background checks of the management company's key personnel.

The NIGC provides regulatory oversight on tribal gaming operations to ensure the safety of the operations and integrity of the games. As part of this regulatory function, the NIGC has promulgated minimum control requirements for the operation of a tribal gaming facility. Under 25 CFR Section 573.6(a)(12), the NIGC can issue an order of temporary closure of all or part of an Indian gaming operation if a "gaming operation's facility is constructed, maintained, or operated in a manner that threatens the environment or the public health and safety, in violation of a Tribal ordinance or resolution approved by the Chairman under part 522 or 523 of this chapter."

The proposed management contract would assist the Tribe in obtaining funding for the development of the proposed Tribal gaming complex. Once the facility becomes operational, the management company would have the exclusive right to manage day-to-day operations of the hotel and casino complex. The management company must comply with the terms of IGRA and NIGC's regulatory requirements relating to the operation of the Tribal gaming facility. The Tribal Government maintains the ultimate authority and responsibility for the development, operation, and management of the casino pursuant to IGRA, NIGC regulations, the Tribal Gaming Ordinance and the Tribal/State Compact.

### ***INTERIM CLUBHOUSE CASINO***

Upon conveyance of the project site from private ownership to Federal trust status, the Tribe would convert the existing clubhouse into an interim casino where it would conduct Class III gaming, including continued race booking.

After buildout of the main casino, the clubhouse may retain the Class III gaming components, and the racetrack and concourse would continue operation. The interim clubhouse casino would be constructed on the entry (first) and third levels of the clubhouse. **Table 2-1** identifies the proposed features of the interim clubhouse casino. The second level would retain its current uses as a sports bar and building support areas.

**TABLE 2-1**  
**INTERIM CLUBHOUSE CASINO USE AREAS**

| <b>Area</b>  | <b>Square Feet</b> |
|--|--------------------|
| <b>Casino (1<sup>st</sup> and 3<sup>rd</sup> Levels)</b> |                    |
| Gaming (Incl. 1,000 Slot Machines)                       | 37,600             |
| Gaming Support   | 10,000             |
| <b>Food and Beverage</b>                                 |                    |
| Quick Serve  | 7,700              |
| Employee Dining  | 3,000              |
| Bars / Lounges   | 5,400              |
| <b>Public Spaces</b>                                     | 11,200             |
| <b>Retail</b>  | 700                |
| <b>Administration / Operations</b>                       | 18,500             |
| Clubhouse Casino Subtotal                                | 94,100             |
| Program Contingency @ 4%                                 | 3,800              |
| <b>Total Clubhouse Casino</b>                            | <b>97,900</b>      |

NOTE: All figures are approximate.

SOURCE: JCJ Architects, Inc., 2004; AES, 2004.

The entry level would include a standard gaming area and a high-limit gaming area totaling 37,600 square feet and gaming support spaces totaling 10,000 square feet. These would be built on the first and third levels of the existing clubhouse. The second level would retain its current configuration as a sports bar and building services. New food and beverage facilities would be included, including a Quick Serve, employee dining, as well as bars and lounges, totaling 16,100 square feet. Public spaces would total 11,200 square feet; and retail spaces would be allocated 700 square feet. Administration and Operations facilities would be allocated 18,500 square feet. The above facilities would occupy 94,100 square feet, to which a program contingency of 4 percent (3,800 square feet) is applied. The sum of the interim clubhouse casino use areas under Alternative A would therefore be 97,900 square feet. The existing racetrack would continue to operate in its current configuration.

### **CASINO DEVELOPMENT**

The main casino (hereafter “casino”) would be a newly constructed circular building located just east of the access road and adjacent to the southwest side of the existing clubhouse. The casino would have three outside entrances. The first entrance would be through the lobby of the hotel that would be constructed on the northwest side of the gaming facility, and connected to it. The second entrance would be on the southwest side of the casino, providing guests direct access to the gaming areas. The third entrance would be on the south side of the casino. A site plan for the proposed facilities appears on **Figure 2-1**. Architectural renderings for the proposed facilities appear on **Figure 2-2**.

**Figure 2-1: Site Plan**

**Figure 2-2: Architectural Renderings**

**Table 2-2** lists the components of the casino alongside square footage allocations and seating capacities. The casino would consist of the following components: the casino main floor, high-limit gaming area, non-smoking casino, *salon privée*, race book area, support spaces, food and beverage facilities, entertainment facilities, retail shops, public spaces, administration facilities and building services. The casino would be 996,528 square feet at build-out. Storage facilities would include a warehouse adjoined to the main structure, and a remote warehouse just north of the existing retention basin.

### ***HOTEL-CONFERENCE CENTER***

A hotel would be constructed on the northwest side of, and connected to, the gaming facility.

**Table 2-2**, below, lists the hotel components alongside square footage allocations. Guest access from the hotel to the gaming facility would be through the hotel lobby. The casino hotel would have 400 rooms, a spa, health club, pool, and outdoor recreation areas. A pedestrian bridge would extend from the east wing of the casino hotel to the island that would be constructed in the existing 20-acre pond. The main entrance to the casino hotel would be on the lower west side of the hotel.

The casino-hotel (**Table 2-2**) would also include a conference hall located on the east side of the hotel, which, like the hotel, would be connected to the gaming facility. The conference hall would include two ballrooms with room for 1,500 banquet seats, four meeting rooms with 860 seats, and boardrooms with 200 seats. The conference center would be accessible from the gaming facility. The hotel and conference hall would have a total building space of approximately 428,100 square feet, including a contingency of 3 percent (12,500 square feet).

### ***FUTURE DEVELOPMENT***

#### ***Water Park***

An indoor water park would be constructed on the western portion of the subject property (**Figure 2-1**). The water park would be approximately 50,000 square feet and be connected to a second hotel by a pedestrian bridge. The water park would be constructed as part of the project site's future development phase.

#### ***Second Hotel***

A second hotel with 500 rooms would be constructed to the south of the water park (**Figure 2-1**). The second hotel would have a total building space of approximately 390,000 square feet. The second hotel would be constructed in the same future development phase as the water park.

**TABLE 2-2**  
**ALTERNATIVE A CASINO-HOTEL USE AREAS**

| <b>Area</b>                          | <b>Square Footage</b> | <b>Seating Capacity</b> |
|--------------------------------------|-----------------------|-------------------------|
| <b>Casino</b>                        |                       |                         |
| Casino Gaming Areas                  | 107,300               |                         |
| Salon Privée                         | 2,100                 |                         |
| Race Book                            | 3,800                 |                         |
| Gaming and Race Book Support Areas   | 41,700                |                         |
| Food/Beverage Areas (Itemized Below) |                       |                         |
| Steakhouse                           | 9,100                 | 200                     |
| Italian Restaurant                   | 5,500                 | 125                     |
| Asian Restaurant                     | 5,500                 | 125                     |
| Latin American Restaurant            | 7,400                 | 175                     |
| Coffee Shop                          | 12,600                | 275                     |
| Buffet                               | 28,500                | 375                     |
| Quick Serve                          | 11,800                | 200                     |
| Employee Dining                      | 9,000                 | 300                     |
| Entertainment Lounge                 | 12,000                | 316                     |
| Sports Bar                           | 2,400                 | 50                      |
| Restaurant Lounge                    | 2,600                 | 50                      |
| VIP Bar/Lounge                       | 800                   | 14                      |
| Nightclub                            | 9,000                 | 115                     |
| Entertainment                        | 110,100               | 5,000                   |
| Public Spaces and Retail             | 93,000                |                         |
| Local Administration and Security    | 28,400                |                         |
| Menominee Tribal Gaming Commission   | 5,800                 |                         |
| Central Administration               | 99,800                |                         |
| Employee Services                    | 34,800                |                         |
| Secure Back-of-House                 | 18,900                |                         |
| Building Support Services            | 298,300               |                         |
| Casino Subtotal                      | 960,200               |                         |
| Program Contingency @ 4%             | 38,400                |                         |
| <b>Total Casino</b>                  | <b>998,600</b>        |                         |
| <b>Hotel</b>                         |                       |                         |
| Guest Rooms (400 Keys)               | 272,400               |                         |
| Guest Services                       | 16,760                |                         |
| Conference                           | 79,942                |                         |
| Recreation                           | 41,600                |                         |
| Back-of-House                        | 4,900                 |                         |
| Hotel Subtotal                       | 415,602               |                         |
| Program Contingency @ 3%             | 12,468                |                         |
| <b>Total Hotel</b>                   | <b>428,070</b>        |                         |
| <b>Total Square Footage</b>          | <b>1,426,670</b>      |                         |

NOTE: All figures are approximate.

SOURCE: JCJ Architects, Inc., 2004; AES, 2004.

## **ANCILLARY COMPONENTS**

### ***Parking and Access***

The majority of parking for the proposed project would be in a five-level parking structure located on the south side of the property, directly south of the gaming facility (**Figure 2-1**). Levels 1 through 5 (Level 1 would be below-grade) would provide self-parking for approximately 6,500 cars. Access to the parking structure would be provided from the main entrance from State Hwy 158, on the north side of the project site. Egress from the parking structure would exit at two locations: exiting traffic would be distributed by signage and ramps so that approximately 30 percent of site egress would exit onto State Highway 158, and approximately 70 percent would exit to 104<sup>th</sup> Avenue via northbound turn, approximately 750 feet north of the intersection with 60<sup>th</sup> Street. Additionally, valet parking for approximately 2,000 cars would be provided below the main casino level.

Surface parking for employees would be provided on the east side of the property, and would provide spaces for approximately 1,500 cars (**Figure 2-1**). Additional parking would be provided for 80 RV's in a facility on the southeast corner of the project site. Access to and egress from the employee surface parking area would be from two ingress/egress points along 104<sup>th</sup> Avenue. Ingress and egress for the RV Park would be to and from 104<sup>th</sup> Avenue, alongside the egress route from the parking structure as described above.

Parking for the future hotel and water park would consist of surface space for 790 cars cumulatively, and would be situated just west of and adjacent to the future hotel and water park, on the west side of the main access road. The parking for the future hotel would provide spaces for 500 patrons and 100 employees. The parking for the future water park would provide spaces for 150 patrons and 40 employees. Access to the parking facilities for the future hotel and water park would be from the main entrance at State Hwy 158. Egress from this parking area would be distributed between the main exit at State Hwy 158 and the exit on the east side of the project site, onto 104<sup>th</sup> Avenue. Egress onto 104<sup>th</sup> Avenue would be restricted to left-turn only (see discussion of Impacts in **Section 4.8** and Mitigation in **Section 5**).

### ***Water Supply***

In accordance with Section 1(A) of the Inter-Governmental Agreement (IGA) between the Menominee Kenosha Gaming Authority, the City of Kenosha and the County of Kenosha (**Appendix B**), potable water would be provided to the proposed facilities by the City of Kenosha. Kenosha area water is drawn from Lake Michigan. It is treated and pumped at the main treatment and pumping station operated by the Kenosha Water Utility, at Simmons Island in the City of Kenosha.

Alternative A would require upgrades to the on-site water supply system, including the following:

- 1) construction of a 16-inch water main to convey water into the on-site system from the



municipal 24-inch main running along 60<sup>th</sup> Street to the south of the property; and 2) addition of 8-inch, 12-inch, and 16-inch mains on the DGP property to address potable and fire suppression water demands. The internal water system on the DGP property would continue to be a private system. A Water and Wastewater Feasibility Study for the project is included in **Appendix A**.

### ***Wastewater Treatment and Disposal***

The Kenosha Water Utility would provide wastewater service for the project facilities, provided for by the IGA as described herein. The sewer system on the site would be a private system, flowing into a proposed lift station on the south side of the subject property, just west of the main access road. An 8-inch diameter gravity sewer serving the clubhouse would meet a 12-inch diameter gravity sewer line serving the kennels at the location of the employee parking lot to the east, and would intersect a proposed 8-inch diameter sewer serving the RV Park on the southeast of the project site. At that connection, both would then feed into a 15-inch diameter gravity sewer running west to the proposed lift station. The casino and casino-hotel structures would be served by 10-inch gravity sewers feeding into 12- and 15-inch gravity sewers at their various junctions. All of these service lines would combine into an 18-inch gravity sewer before entering the proposed lift station. From the lift station, sewage would be pumped eastward to the City's system via a 10-inch force main. Sewage would be conveyed to the Kenosha Water Utility's wastewater treatment plant at Wolfenbittel Park in the City of Kenosha, from which treated wastewater effluent is ultimately discharged to Lake Michigan, while solids are then hauled to a landfill.

### ***Site Drainage***

Parking and graded surfaces would direct stormwater and thaw runoff into retention basins and ponds on the project site, ultimately to be conveyed through a system of off-site ditches, stormwater basins, and closed sewers. The existing pond features on the north side of the project site would continue serving in this capacity, utilizing their existing below-grade pipe linkage to the ultimate discharge from the retention basin on the southeast corner of the property.

An additional retention basin would be constructed on the west side of the property. This retention basin would serve to enhance water quality and to inhibit any increased runoff from entering the Kilbourn Road Ditch, near the western boundary of the property. A Preliminary Grading and Storm Water Management Plan for the site is included as **Appendix C**.

### ***Fire Protection***

Fire protection would be provided by the Kenosha Fire Department, as provided for in the IGA. Station 7 of the Kenosha Fire Department is located approximately one-quarter mile east of the project site, on State Hwy 158. Service may be provided from other locations, depending upon the availability of the next nearest fire station at the time of a given call.

The proposed facilities would include a system of hydrants and sprinklers as required by the Tribal-State Gaming Compact and the IGA. Fire suppression water demands are included in the Water Wastewater Feasibility Study in **Appendix A**. Hydrants would be positioned so as to provide coverage for all sides of all structures, and spaced approximately 400 feet apart, with couplers 4-inches and 2 ½ inches in size. Fire protection is also discussed below, under Development Standards.

### ***Security/Law Enforcement***

The Tribe would employ security personnel and install equipment to provide surveillance of the proposed facilities, including but not limited to the casino, hotels, water park, parking areas and grounds. Security guards would patrol the facilities to reduce and prevent criminal and civil incidents. Security guards would carry two-way radios to request and respond to back up or emergency calls. Tribal security personnel would work cooperatively with the Kenosha City Police Department, which provides general law enforcement services to the City of Kenosha. The Kenosha Police Department would have the authority to enforce all non-gaming State criminal laws on the proposed trust lands pursuant to Public Law 280. Law enforcement services are also provided for in the IGA.

### ***INTER-GOVERNMENTAL AGREEMENT (IGA)***

The Tribe has entered into an Inter-Governmental Agreement (IGA) with the City and County of Kenosha (**Appendix B**) that applies only to Alternative A. In the IGA the Tribe has agreed to compensate the City and County annually for potential and perceived impacts of the facility to be located on the project site. In turn, the City and County of Kenosha have agreed to support the efforts of the Tribe to take the project site into trust and develop a gaming facility on the site (IGA, 2005). The City also agreed to distribute payments to the County of Kenosha in amounts entitled.

The City and the County have agreed to provide services to the proposed facilities, as typically provided to other commercial enterprises. These services include but would not be limited to law enforcement, fire protection, traffic controls, emergency medical service, bus service, sewer and water service, storm water control, street and highway maintenance and plowing, social services, alcohol beverage licenses, public safety dispatch services, an airport providing an additional transportation mode to the proposed facilities, a train station providing service to the greater Chicago area, and other supporting services.

### ***Development Standards***

The Tribe has adopted ordinances substantially similar to those of the City and the County, appearing in Exhibit C of the IGA. Further, the IGA affirms the Tribal-State Gaming Compact (**Appendix M**), Section XIV (D), in which the Tribe adheres to public health and safety standards for public

buildings, electrical wiring, fire prevention, plumbing and sanitation set forth in the Wisconsin Statutes Chapter 101. Under the Tribal-State Gaming Compact, compliance with Wisconsin Administrative Statutes and Codes is mandated, and will be directly applicable to the Kenosha Facility. Sections of the code applicable to development standards include the following:

- Comm. 14 (Fire Prevention)
- 16 (Electrical)
- 28 (Smoke Detectors)
- 75 (Public Buildings)
- 77 (Theaters and Assembly Halls)
- 81-86 (Plumbing; Private On-Site Wastewater Treatment Systems)
- Soil and Site Evaluations
- On-Shore Sewage Facilities, including any modifications

The applicability of the Wisconsin Statutes Chapter 101 and Wisconsin Administrative Code Chapters will be waived where the terms of the Compact and the IGA provide exclusive mitigation for non-compliance with the standards listed above.

The nearby Kenosha Regional Airport and relevant safety issues are also addressed in the IGA, which provides that any development on the Federal trust land will be subject to Federal law and rules of the Federal Aviation Administration (FAA). By primacy agreement, the FAA has delegated oversight for the airport and relevant zoning to the Wisconsin Bureau of Aeronautics.

### ***Operational Provisions***

The proposed Kenosha casino will be used only for gaming purposes permitted under IGRA, the Tribal-State Gaming Compact, and for State-licensed *pari-mutuel* racing under Chapter 562 of the Wisconsin Statutes. Further, pursuant to 18 USC 1161, the Kenosha facility will comply with all State laws relating to the sale or consumption of alcohol beverages. Alcohol beverages may therefore be served only during the hours prescribed in Section 125.32(3) of the Wisconsin Statutes, or any successor statute.

### ***Employment Practices***

The Tribe will implement an affirmative action policy and give a preference of 3 percent over and above the lowest quoted price of a bidder whose principal place of business is not located in Kenosha County, to qualified Kenosha County vendors who seek to supply services, goods or materials to the Kenosha Facility. The Tribe will also use its best efforts to award 15 percent of all contracts to vendors or enterprises certified as minority business enterprises and will use its best efforts to award 10 percent of all contracts to enterprises which are certified as 51 percent owned, controlled or managed by women or Native Americans. In order to facilitate the award of

such contracts, the Tribe will appoint and maintain a minority supplier development manager within 90 days of the final approval necessary to establish the Federal trust land.

The Tribe will designate a compliance officer within 90 days of the final approval necessary to establish the Federal trust land to ensure that minority recruitment and retention at the proposed facilities (including Tribal preference) complies with a goal of 25 percent minority employment. The human resources department of the proposed facilities will follow the Tribe's guidelines on Indian preference.

#### *Public Services, Health & Safety*

The Tribe will pay the typical charges associated with the delivery and receipt of sewer and water services received from the City's water utility, for the usual and customary costs associated with increasing the size of sanitary sewer and water mains required to serve the Kenosha Facility. The Tribe will also pay usual and customary stormwater charges associated with stormwater control and management in the drainage basin in which the proposed facilities are to be located as required by the City, or any stormwater utility having jurisdiction.

#### *Law Enforcement*

The Tribe acknowledges that Public Law 280, 67 Stat. 588 (PL 280) applies to the proposed facilities. PL 280 grants jurisdiction over non-gaming criminal offenses and certain civil matters to the State of Wisconsin. The State of Wisconsin has delegated some of this jurisdiction to the City and the County.

#### *Fire Station Staffing Levels*

The City will provide reasonable staffing in the City Fire Department in order to provide the fire protection services described in Section 1(A) of the IGA. The City will retain management, control and authority over the operations of the Fire Department to provide fire protection services to the proposed facilities.

#### *Payments to Support Local Government Operations*

In exchange for the commitments of the City and the County under Section 1 of this Agreement, the Tribe will make payments as follows:

##### *Net Win Payment*

Beginning with the establishment of the Federal trust land, the Tribe will pay to the City 3 percent of Net Win per calendar year. At the end of the eighth calendar year, or when the Tribe has concluded its payments for management fees to the management entity and development fees to the project developer, whichever scenario occurs first, payments to the City of Kenosha will increase to 4 percent of Net Win for each calendar year of operation for the proposed facilities.

### *Minimum Payment*

In order to ensure that the Tribe makes a payment to the City adequate to support the operations of local government, the IGA provides that a minimum annual payment will be paid to the City in the amount of \$1,000,000 for the first calendar year, increasing to \$2,000,000 for the 8<sup>th</sup> year. Annual adjustments to the minimum payment would be made to address cost of living.

### *Payments to Schools and School Districts*

In any calendar year where payments received by the City as provided by the IGA exceed \$2,000,000, the Tribe will annually provide \$1,500,000 to the City for distribution to the Kenosha Unified School District and \$1,500,000 to schools on the Menominee Indian Reservation. For any year where payments received by the City under the IGA exceed \$2,000,000, the City will in turn provide \$500,000 to the Kenosha Unified School District, and the County will provide \$500,000 to be distributed to the high school districts located west of I-94 and within the County of Kenosha.

### *Charitable Contributions*

The Tribe will establish a charitable contributions policy to govern donations by the Tribe to charities in Kenosha County. Within 90 days after the Federal Trust Land is established, the Tribe will create a committee to draft and implement this policy, with consultation from citizens who reside in Kenosha County sought by the Tribe from time to time. In addition, the Tribe will make the following charitable donations:

### *Payments for Public Purposes*

At the time of closing of any financing that the Tribe undertakes for purposes of purchasing or developing the Kenosha Facility, the Tribe will pay \$5,000,000 to the City, with the City distributing revenues to the County according to the Intergovernmental Cooperation and Revenue Sharing Agreement between the City and the County. Payments from the Tribe to the City would be used for the following purposes: (a) to establish a trust fund to support the public museums of the City, the principal of which will be preserved and interest thereon used to defray expenses associated with the museums so as to facilitate the removal of the costs of such museums from the property tax levy; (b) to establish a trust fund to meet the needs of homeless persons in the City of Kenosha, the principal of which will be preserved and interest thereon used to fund such needs; and (c) to address cultural and charitable needs in the County of Kenosha of organizations with a principal place of business in the County of Kenosha.

### *Responsible Gaming Program*

In order to combat problem gambling in Kenosha County, the Tribe will create and implement a detailed, responsible gaming policy within 90 days after the Federal trust land is established. In creating such a policy, the Tribe will review the policies of other casino operators throughout the

United States and seek the advice of the Wisconsin Council on Problem Gambling and the Kenosha County Department of Health & Human Services.

The Tribe's responsible gaming policy will include:

- (a) provision of financial support for the Wisconsin Council on Problem Gambling and other problem gambling organizations that provide problem gambling services in Kenosha County;
- (b) development of brochures, pamphlets, videos and other materials for the purpose of promoting responsible gambling, including establishment of a help line at the proposed facilities;
- (c) cooperation with local area media to promote awareness of problem gambling;
- (d) institution of self-limitation policies;
- (e) institution of self-exclusion policies;
- (f) institution of exclusion policies;
- (g) training for all employees on the issue of problem gambling, including education of employees of the nature of problem gambling, how to recognize such behavior and resources available to help problem gamblers;
- (h) sponsorship and support for problem gambling conferences and workshops;
- (i) prohibition of underage gambling, including identification of gambling customers, display and advertisement of legal age to gamble, heightening awareness of customer responsibility when bringing children to the Kenosha Facility and working with educational institutions and other local organizations to raise awareness of problem gambling;
- (j) prohibition on gambling by employees of the proposed facilities;
- (k) in any calendar year that the Tribe conducts gaming in Kenosha and for which the County has appropriated funds specifically for the assessment and treatment of problem gamblers, the Tribe will pay to the County, as a match, an amount equal to the County's appropriation. The Tribe's commitment under the Responsible Gambling provisions of the IGA is limited to a total annual payment to the County of \$150,000. Payment will be made within 90 days of the date of appropriation, or 90 days after commencement of gaming, whichever is later.

In addition, the City will provide \$150,000 to the County for problem gambling in the first calendar year that the County appropriates funds specifically for the assessment and treatment of problem gamblers as provided in the IGA.

***SALES TAX AGREEMENT BETWEEN THE TRIBE, THE MKGA AND KENOSHA COUNTY***

The Tribe, the Menominee Keshena Gaming Authority (MKGA) and the County have entered into an agreement under which the MKGA will provide funds to the County to be used for road and road infrastructure building and maintenance (**Appendix R**).

The Tribe will tax applicable sales transactions at the proposed facilities. The Tribal sales tax will equal concurrent state and county sales taxes, and will apply to sales on trust land not subject to state sales or use taxes. The Tribe will in turn make payments to the County of Kenosha from the sales taxes collected, which will be used for highway and road improvements as detailed below.

The Tribe will pay 30% of the tax collected to the County for 20 years, beginning on the date the first payment is made. After the first 20 years, the Tribe will pay the County 20% of sales taxes collected.

Money paid to the County by the MKGA will be used by the County for general highway purposes, including but not limited to, road or road infrastructure construction or maintenance on roads falling within the jurisdiction of the County, equipment, labor, materials, capital improvement funds, highway related debt service or sinking funds for highway purposes.

These funds will be used on specific road projects that benefit the Menominee Trust lands located in the County and the citizens of the County. The County will prepare and maintain a list of road projects it believes will benefit both the Menominee Tribal Trust lands and the citizens of Kenosha County, and will consult with the Tribe in the authoring of that list. The County will report to the Tribe annually on the uses of money paid by the Tribe to the County.

***INTERGOVERNMENTAL COOPERATION AND REVENUE SHARING AGREEMENT***

Once the IGA described above is in effect, the City of Kenosha and the County of Kenosha will implement the terms on an Intergovernmental Cooperation and Revenue Sharing Agreement between the City and the County (**Appendix S**).

The purpose of this Agreement is to provide for the City to disburse revenues to the County pursuant to the terms of the IGA. Funds distributed under this Agreement will be used by the County consistent with Section 2(B)(1)(c) of the IGA: “to address cultural and charitable needs in

the County of Kenosha of organizations with a principal place of business in the County of Kenosha.”

When the IGA is in effect, the City will distribute 33% of all revenues received by the City from the Tribe under the terms of the IGA. The City and County will renegotiate the terms of the Intergovernmental Cooperation and Revenue Sharing Agreement 30 years after the establishment of Tribal trust land in Kenosha. Under no circumstances will the County’s share of payment be less than 30 percent or greater than 37 percent of revenues received by the City under the IGA.

### **2.2.2 ALTERNATIVE B – REDUCED INTENSITY ALTERNATIVE**

The Reduced Intensity Alternative consists of the following components: (1) placing 223± acres into Federal trust status; (2) approval of a gaming management contract; and (3) installing Class III gaming devices and card tables in the existing DGP clubhouse, similar in scope to the clubhouse interim casino development described under Alternative A. Components of Alternative B are described below.

#### ***LAND TRUST ACTION***

As with Alternative A, the 223± acre DGP site would be acquired into Federal trust status for the benefit of the Tribe under Alternative B.

#### ***MANAGEMENT CONTRACT***

As with Alternative A, a management contract would be entered into for Alternative B. The related jurisdictional role of the NIGC would be as described under Alternative A, above.

#### ***INTER-GOVERNMENTAL AGREEMENT***

The Tribe, City, and County would enter into an agreement similar to the IGA discussed for Alternative A above, although dollar amounts would be substantially reduced from those specified in the existing IGA.

#### ***CASINO***

The allocations and use areas of the casino under the Reduced Intensity Alternative would be similar to those described under the Interim Clubhouse Casino subsection of Alternative A, above. The Tribe would continue race booking and operation of the existing concourse, track and kennels.

#### ***ANCILLARY COMPONENTS***

##### ***Parking***

The parking features and access under the Reduced Intensity Alternative would be similar to the current conditions at the DGP.



***Water Supply***

Under the Reduced Intensity Alternative, the water supply for the proposed project would continue to be provided by the City of Kenosha. Water would be delivered through the existing on-site system as described in **Section 3.0** of this EIS.

***Wastewater Treatment and Disposal***

Wastewater treatment and disposal service would continue to be provided through the existing system served by the Kenosha Water Utility, as described in **Section 3.0** of this EIS.

***Site Drainage***

Site drainage under the Reduced Intensity Alternative would be similar to the current configuration, as described in **Section 3.0** of this EIS.

***Fire Protection***

Fire protection would continue to be provided under current arrangements as they appear in **Section 3.0** of this EIS.

***Security/Law Enforcement***

The Tribe would employ security officers, who would work cooperatively with local law enforcement as described under Alternative A. The existing law enforcement service for the area is described in **Section 3.0** of this EIS. Law enforcement would have the same provisions under Alternative B as with Alternative A, above, whereas local police would have the same authority under Public Law 280.

**2.2.3 ALTERNATIVE C – KESHENA SITE ALTERNATIVE*****KESHENA SITE***

The Keshena Site Alternative would be situated on the Menominee Reservation at Keshena, Wisconsin. Keshena is approximately 35 miles northwest of the City of Green Bay, Wisconsin (**Figure 2-3**). The Menominee Reservation is surrounded by Oconto, Shawano, and Langlade counties, and Menominee County is within the limits of the reservation itself. This alternative would be on the 17±acre site of the existing gaming facilities and hotel on Highway 47/55, near the southern boundary of the reservation (**Figure 2-4**). The site for Alternative C is bounded by Hwy 47/55 to the east, Duquaine Road to the north, and residential and small business properties to the west and south.

Figure 2-3

Figure 2-4

### ***EXISTING FACILITIES***

The current Menominee Casino-Bingo-Hotel facilities are comprised of a casino/bingo hall, hotel and restaurant. An aerial photograph of the existing facilities appears in **Figure 2-5**, and a site plan for the existing facilities is included as **Figure 2-6**. The casino is a composite of permanent and temporary elements, situated west of the hotel facilities. The casino facilities are currently allocated 33,000 square feet of floor space, and the capacity of the bingo hall is 400 seats. There are presently 842 slot machines and 18 table stations. The hotel has 100 rooms, and is connected to the casino on the east end of its east-west running wing. From the west end another wing runs to the south. On the southern end is the check-in/reception desk and indoor swimming pool. A single restaurant serves the patrons of the existing facility, and is inside the casino area, with a seating capacity of 259.

Parking is provided to the south of the casino and to the west of the hotel. South of the automobile parking is an RV park, to the west of which is a building for maintenance and physical operations.

### ***CASINO AND HOTEL EXPANSION***

Alternative C would entail the expansion of the existing gaming and hotel facilities. This expansion would consist of demolishing most of the current casino, and replacing it with larger, permanent structures. In addition, the hotel would be expanded to add 200 rooms. The site plan for the facilities as proposed under Alternative C is presented in **Figure 2-7**.

The new casino facilities would be constructed to the south of and adjoining the hotel's southern end. The components would include a 39,996 square foot gaming area for 1,100 slot machines, a bingo/entertainment hall, poker room, foodservice and ancillary facilities.

### ***Proposed Casino Uses***

**Table 2-3** lists the cumulative space allocations for the proposed casino-hotel expansion.

### ***ANCILLARY COMPONENTS***

#### ***Parking***

A 1,410-space tri-level parking garage would be constructed under the hotel and casino.

#### ***Water Supply***

Water for Alternative C would continue to be provided by the Menominee Tribal Utility Department (MTUD) as specified by Tribal Ordinance 96-28. MTUD operates two groundwater wells in downtown Keshena, which serve as the water supply for the existing casino-hotel facilities.

Figure 2-5

Figure 2-6

**Figure 2-7**

Figure 2-8



**TABLE 2-3**  
ALTERNATIVE C CASINO USE AREAS

| Department/Use                        | Front-of-House | Back-of-House |
|---------------------------------------|----------------|---------------|
| <b>Gaming</b>                         |                |               |
| Gaming Area                           | 39,996         | ---           |
| Slot Area                             | ---            | 1,680         |
| Table Games                           | ---            | 2,194         |
| Bingo                                 | 28,530         | 2,394         |
| MIS                                   | ---            | 1,622         |
| Poker Room                            | ---            | 2,655         |
| Cashiers Area/Cage                    | 240            | 3,923         |
| Customer Service Areas                | 8,778          | ---           |
| Surveillance                          | ---            | 2,280         |
| Security                              | ---            | 1,925         |
| Employee Facilities                   | ---            | 4,830         |
| Building Maintenance                  | ---            | 6,446         |
| Receiving Dock Area                   | ---            | 2,880         |
| <i>Gaming Subtotal</i>                | <i>77,544</i>  | <i>32,829</i> |
| <b>Office Spaces</b>                  | ---            | 15,079        |
| <b>Food and Beverage</b>              | 16,750         | 5,800         |
| <b>Subtotal</b>                       | <b>94,294</b>  | <b>53,708</b> |
| <i>10% Building Efficiency Factor</i> | <i>9,429</i>   | <i>5,371</i>  |
| <b>Total</b>                          | <b>103,723</b> | <b>59,079</b> |
| <b>Grand Total Front and Back</b>     | <b>162,802</b> |               |

NOTE: All figures are approximate.

SOURCE: Walsh Bishop & Associates, Inc.; AES, 2004.

### ***Wastewater Treatment and Disposal***

Wastewater treatment and disposal would continue to be provided by MTUD.

### ***Site Drainage***

Drainage would flow through the same network of storm sewers as currently exists at the Menominee Casino, conveying runoff through an underground system of concrete pipes flowing offsite into a low-lying field southeast of the casino property, eventually discharging to the Wolf River.

### ***Fire Protection***

Fire protection for the Menominee Casino as proposed under Alternative C would remain under its existing arrangements with the Town of Menominee. For unincorporated areas, towns are responsible for fire protection by Wisconsin statute. The Menominee Tribe annually enters into

fire protection agreements with the Town of Menominee, in which the Tribe provides approximately 50% of the fire services budget.

### ***Security/Law Enforcement***

Security personnel at the Menominee Casino would continue to work cooperatively with the Menominee Tribal Police Department (MTPD) under Alternative C. While Wisconsin is a Public Law 280 state, the Menominee Reservation is exempted from the provisions of Public Law 280. In the late 1970s, the State of Wisconsin retroceded jurisdiction over the Menominee Reservation to the Federal government. As such, the Federal government and Tribe have exclusive criminal jurisdiction over offenses involving Indians on the site.

## **2.2.4 ALTERNATIVE D – HOTEL-CONFERENCE CENTER AND RECREATIONAL DEVELOPMENT**

Alternative D consists of placing the 223± acre DGP site into Federal trust status and the development of a hotel-conference center and recreational development. **Figure 2-8** shows the site plan for the Hotel-Conference Center and Recreational Development Alternative. There would not be a casino under this alternative.

### ***LAND TRUST ACTION***

As with Alternative A, the 223± acre DGP site would be acquired into Federal trust status for the benefit of the Tribe under Alternative D.

### ***HOTEL-CONFERENCE CENTER AND RECREATIONAL DEVELOPMENT***

Alternative D consists of a hotel-conference center and recreational development, in addition to the continued operation of the existing clubhouse, racetrack and kennels. The add-on components of Alternative D would be constructed immediately upon conveyance of the 223± acres into Federal trust status. These components would include 1) hotel-conference center, 2) water park, 3) miniature golf facilities, 4) gift shop, 5) video arcade, 6) food and beverage facilities.

### ***Parking***

The majority of parking for Alternative D would be in a three-level parking structure located on the south side of the property, directly south of the events center. The bottom level (B) would provide spaces for approximately 2,000 cars. The upper two levels would provide self-parking for approximately 3,500 cars. Access to the parking structure would be provided from the main entrance from State Hwy 158, on the north side of the project site. Egress from the parking structure would exit at two locations: exiting traffic would be distributed by signage and ramps so that approximately 30 percent of site egress would exit onto State Hwy 158, and approximately 70 percent would exit to 104<sup>th</sup> Avenue, near the intersection to 60<sup>th</sup> Street.

Figure 2-8

Surface parking for employees would be provided on the east side of the property, and would provide spaces for approximately 1,500 cars. Additional parking would be provided for 80 recreational vehicles in a RV Park on the southeast corner of the proposed project site. Access to and egress from the employee surface parking area would be from two ingress/egress points along 104<sup>th</sup> Avenue. Ingress and egress for the RV Park would be to and from 104<sup>th</sup> Avenue, alongside the egress route from the parking structure as described above.

Parking for the facilities on the west side of the project site would consist of surface space for 370 cars cumulatively, and would be situated just west of and adjacent to the future video arcade/restaurant and water park, on the west side of the main access road. Parking for the future video arcade/restaurant would provide spaces for 200 patrons and 35 employees. Parking for the future water park would provide spaces for 100 patrons and 35 employees. Access to the parking facilities for the future video arcade/restaurant and water park would be from the main entrance at State Hwy 158. Egress from this parking area would be distributed between the main exit at State Hwy 158 and the exit on the southeast corner of the project site, onto 104<sup>th</sup> Avenue.

### ***Water Supply***

The supply systems for potable and fire suppression water under Alternative D would be similar to that as described under Alternative A, above.

### ***Wastewater***

Wastewater service under Alternative D would be similar in arrangement to that as described under Water Supply, above. The service system on-site would be similar to that as described under Alternative A, above.

### ***Site Drainage***

The grading and drainage configuration under Alternative D would be similar to that proposed under Alternative A, above.

### ***Fire Protection***

Fire protection would be provided under Alternative D as under Alternative A. Though the IGA would not apply, the Tribe would enter into an agreement with the City and County of Kenosha to provide for fire protection services.

### ***Security/Law Enforcement***

As with Alternative A, under Alternative D the Tribe would employ security personnel to provide surveillance of the facilities, parking areas, and surrounding grounds. Tribal security personnel would work cooperatively with the Kenosha Police Department, which provides general law enforcement services to the City of Kenosha.

### **2.2.5 ALTERNATIVE E - NO ACTION**

Under the No Action Alternative, the 223± acre DGP would not be utilized for the benefit of the Tribal Government, and would not be developed as described under any of the alternatives identified. No land would be taken into trust and no agreements with local jurisdictions would need to be approved. Land use jurisdiction of the property would remain with the City and County of Kenosha. The DGP would continue its operation as a greyhound racing facility. The remainder of the parcel could ultimately be developed consistent with current zoning under the Kenosha Corridor Land Use Plan. For the purposes of the environmental analysis in this EIS, it is assumed that the property would continue its current configuration and operations. All other effects of the Proposed Casino and Hotel Alternative, Reduced Intensity Alternative and Non-Gaming Alternative, both on- and off-site, would be avoided.

Additionally, the site of the Keshena Site Alternative would not be developed as described above. The site of the existing gaming facility on the Menominee Indian Reservation in Keshena could ultimately be developed consistent with current zoning by the Tribal Government. For the purposes of the environmental analysis in this EIS, it is assumed that the existing gaming facility would retain its current configuration and activities under this alternative. All other effects of the Keshena Site Alternative would be avoided.

## **2.3 COMPARISON OF ALTERNATIVES**

### **2.3.1 SUMMARY OF FEATURES AND ENVIRONMENTAL CONSEQUENCES**

#### ***ALTERNATIVE A – PROPOSED CASINO AND HOTEL***

The main features of Alternative A include the development of a casino, two hotels, a water park and event/conference center, adjacent parking, and ancillary uses. Significant environmental consequences of this alternative include water resources, traffic, air quality, biological resources, public services, and noise effects.

#### ***ALTERNATIVE B – REDUCED INTENSITY ALTERNATIVE***

Alternative B includes the establishment of a reduced size casino within the existing clubhouse on the DGP site. Significant environmental consequences of this alternative include traffic, air quality, public services, and noise effects.

#### ***ALTERNATIVE C – KESHENA SITE ALTERNATIVE***

Alternative C includes the expansion of the existing Menominee Casino-Hotel on the Menominee Reservation in Keshena, Wisconsin. This expansion entails the demolition of existing casino facilities on the east side of the existing hotel, the development of new casino facilities on the south side of the hotel, and expansion of the hotel facilities to include an events center.

Significant environmental consequences of this alternative include water resources, traffic, air quality, biological resources, public services, and noise effects.

***ALTERNATIVE D – HOTEL-CONFERENCE CENTER AND RECREATIONAL DEVELOPMENT***

Alternative D consists of a hotel-conference center and recreational development. The footprint of this development would be very similar to that proposed under Alternative A. Therefore, significant environmental consequences of this alternative include water resources, traffic, air quality, biological resources, public services, and noise effects.

***ALTERNATIVE E – NO ACTION***

The No Action Alternative would avoid all environmental effects associated with the implementation of the development alternatives. However, approval of the No Action Alternative would be less preferable than the development alternatives since no added economic benefit to the Tribal Government, Tribal members, or the adjoining communities would occur.

**2.3.2 SELECTION OF ALTERNATIVE A - PROPOSED CASINO AND HOTEL ALTERNATIVE**

Of the alternatives evaluated within this EIS, Alternative A would best meet the BIA's obligations regarding the purpose and need of the Tribe, giving consideration to economic and environmental factors. Alternative A would provide the Tribe with the best opportunity of securing a viable means of attracting and maintaining a long term, sustainable revenue stream.

Alternatives B, C and D would provide similar opportunities to the Tribe with regard to economic development. However, the reduced size of the casino under Alternatives B and C, and the economic limitations of Alternative D with regard to development costs and anticipated revenues would not provide the Tribe with a secure economic benefit. The competitive market forces and the location of the project site make Alternative C less attractive from the standpoint of securing a long term, sustainable revenue stream. Likewise, the Hotel-Conference Center and Recreational Development alternative would not provide the economic benefits associated with a casino, and would be subject to competition with other retail developments closer to population centers.

Alternative A is the alternative that best meets the purpose and need of the Tribe, and most impacts can be effectively mitigated to less than significant. Therefore, Alternative A has been designated as the Proposed Alternative.

## 2.4 OFF-SITE ALTERNATIVES DISCARDED FROM CONSIDERATION

The Tribe considered six other locations in the vicinity of the Kenosha project site to develop a casino. However, the Tribe dismissed those alternative sites after determining that their disadvantages outweighed their advantages. **Figure 2-9** shows the location of the six sites (Sites Nos. 1-6).

### 2.4.1 SITE NO. 1 – TOWN OF BRISTOL

The site is a 190-acre property located in the Town of Bristol just south of the City of Kenosha (**Figure 2-10**). State Route 50 runs east-west along the site's northern boundary. Center Creek runs along the west and south side of the site, and another creek runs along the east side of the site.

The site's main advantage is that it is surrounded by State Route 50 (north) and a floodplain (west, south, and east), which act as a buffer to adjacent development. However, that one advantage is outweighed by numerous disadvantages, including the following: 1) a church has already acquired one of the twelve parcels that comprise the site; 2) the site lacks visibility from I-94; 3) the topography of the site is rolling, rather than flat; 4) the area has some floodplain constraints; 5) the site is located across State Route 50 from a major residential development; 6) the boundary of the sewer service area would need to be amended to include the site; 7) approximately 8 to 10 percent of the site has severely wet soil that could preclude certain areas from development; 8) a compact amendment would be required; and 9) the area is a greenfield site (i.e., land on which no urban development has previously taken place).

### 2.4.2 SITE NO. 2 – TOWN OF BRISTOL

The second site is a 276-acre site also located in the Town of Bristol (**Figure 2-11**). The site, located just east of Site No. 1, is bounded on the north by State Route 50, on the west by a creek, on the south by Center Creek, and on the east by I-94. The site is bisected by 128<sup>th</sup> Avenue, which runs north-south through the site.

The advantages of the site include the following: 1) two large wooded areas that exist on the site would serve as amenities; 2) half of the site is already within the sewer service area; 3) the site is close to existing recreational facilities; 4) access to the site would improve if the Department of Transportation approved the access design; 5) sewer and water service abut the site; and 6) the site is visible from I-94.

Figure 2-9



Figure 2-10

**Figure 2-11**

Despite these advantages, there are a number of disadvantages to the site, including the following: 1) the topography is uneven; 2) the boundary of the sewer service area would need to be amended to include the other half of the site; 3) approximately 17 residences, most of which are located on the east side of 128<sup>th</sup> Avenue, would need to be relocated; 4) the area has some floodplain constraints; 5) approximately 2 to 5 percent of the site has severely wet soil that could limit development; 6) a compact amendment would be required; and 7) the area is a greenfield site.

### **2.4.3 SITE NO. 3 – VILLAGE OF PLEASANT PRAIRIE**

The third site is a 254-acre site located in the Village of Pleasant Prairie south of Site No. 2 (**Figure 2-12**). The site is bounded on the north by County Trunk Highway (CTH) “C”, on the west by the boundary between the village and the Town of Bristol, on the south by a creek, and on the east by I-94.

The advantages of the site include the following: 1) visibility from I-94; 2) the site could be accessed by CTH “C” or State Route 165; and 3) approximately two-thirds of the site is already within the sewer service area.

These advantages are far outweighed by numerous disadvantages, including the following: 1) the site is in a Tax Increment Financing (TIF) district; 2) the land use plan for the area shows the site zoned primarily as industrial and open space; 3) the boundary of the sewer service area would need to be amended to include the remaining one-third of the site; 4) three existing businesses and one billboard on I-94 and four residences would need to be relocated; 5) the site abuts a small residential area on the northwest corner of the site; 6) existing land uses on the north side of CTH “C” are heavily industrial; 7) the area has some floodplain constraints; 8) approximately 1 to 2 percent of the site has severely wet soil that could limit certain areas from siting buildings or development; 9) a compact amendment would be required; and 10) the area is a greenfield site.

### **2.4.4 SITE NO. 4 – VILLAGE OF PLEASANT PRAIRIE**

The fourth site is a 154-acre site located also in the Village of Pleasant Prairie just south of Site No. 3 (**Figure 2-13**). The site is bounded on the north by a creek, on the west by the boundary between the village and the Town of Bristol, on the south by CTH “Q”, and on the east by 120<sup>th</sup> Avenue (which generally runs parallel to I-94 near the site).

The advantages of the site include the following: 1) there is limited residential development west of the site, and 2) approximately 60 percent of the site is already within the sewer service area.

The disadvantages of the site include the following: 1) three residences would need to be relocated; 2) visibility of the site from I-94 is marginal; 3) the boundary of the sewer service area

**Figure 2-12**

**Figure 2-13**

would need to be amended to include the remaining 40 percent of the site; 4) the size is relatively small; 5) the land use plan for the area shows the site zoned for office and industrial uses; 6) the site is in a TIF district; 7) the area has some floodplain constraints; 8) approximately 5 to 7 percent of the site has severely wet soil that could limit development; 9) a compact amendment would be required; and 10) the area is a greenfield site.

#### **2.4.5 SITE NO. 5 – VILLAGE OF PLEASANT PRAIRIE**

The fifth site is a 199-acre site located also in the Village of Pleasant Prairie just south of Site No. 4 (**Figure 2-14**). The site is bounded on the north by CTH “Q”, on the west by the boundary between the village and the Town of Bristol, on the south by a creek, and on the east by land adjacent to 120<sup>th</sup> Avenue.

The advantages of the site include the following: 1) there is limited residential development adjacent to the site; and 2) there are no residences or business that would need to be relocated.

The disadvantages of the site include the following: 1) the site is adjacent to the Jockey International Site; 2) the site is not visible from I-94; 3) the boundary of the sewer service area would need to be amended to include the entire site; 4) the size is relatively small; 5) the site is not compatible with the land use plan for the area which calls for industrial use; 6) the site is in a TIF district; 7) the area has some floodplain constraints; 8) approximately 1 to 2 percent of the site has severely wet soil that could limit development; 9) a compact amendment would be required; and 10) the area is a greenfield site.

#### **2.4.6 SITE NO. 6 – TOWN OF SOMERS**

Site No. 6 is a 285-acre site located in the Town of Somers north of the Proposed Alternative site (**Figure 2-15**). The site is bounded on the north by land adjacent to CTH “E”, on the west by I-94 just on the other side of the boundary between the Town of Somers and the Town of Paris, on the south by a creek tributary to Kilbourn Creek, and on the east by Kilbourn Creek.

The site has many advantages, including the following: 1) the site has excellent visibility from I-94; 2) the size is more than adequate; 3) there is access to the site between two off ramps, although an “E” interchange reconfiguration would be required; 4) the topography of the site is relatively flat; 5) there is no residential development adjacent to the site; 6) according to the Town of Somers, the site can be served with sewer; 7) the site is surrounded by a floodplain which would act as a buffer to development; 8) the site has a half-mile of linear frontage along I-94; 9) land north of the site is available for further expansion and development; and 10) the Town of Somers previously passed a referendum on a gaming facility.

**Figure 2-14**

Figure 2-15



Although the site has many advantages, it also has numerous disadvantages, including: 1) floodplain constraints; 2) frontage road upgrade needed; 3) air-3 aviation easement required for overnight lodging on southern portion of property; 4) sewer service area amendment needed to service entire property; 5) four residences need to be relocated; 6) land use plan shows area as commercial and agricultural use; 7) approximately 1 to 2 percent of the site has severely wet soil that could limit development; 8) requires compact amendment; and 9) the area is a greenfield site.